

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

_____	)	
DODORA UNIFIED COMMUNICATIONS,	)	
INC.,	)	
Plaintiff,	)	
	)	Civil Action No.
v.	)	05-10016-NMG
	)	
DIRECT INFORMATION PVT. LTD. and	)	
ANSWERABLE, INC.,	)	
Defendants.	)	
_____	)	

**DEFENDANT’S PROPOSED VERDICT FORM**

**A. CONVERSION**

1. Do you find that the plaintiff, Dodora Unified Communications, Inc. (“Dodora”), has proved by a preponderance of the evidence that it had a right to immediate possession of the domain names Directi managed and or what Directi was paid during the receivership?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to Question No. 2.

If no, move to Part B.

2. Do you find that Dodora has proved by a preponderance of the evidence that Direct asserted title to or a right of dominion over any such property of Dodora, without a lawful reason to do so?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to question No. 3.

If no, move to part B.

3. Do you find that Dodora has proved by a preponderance of the evidence, that it was damaged and that Directi's acts of conversion were the proximate cause of the damage?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to Part B.

If no, move to Part B.

**B. MONEY HAD AND RECEIVED**

1. Do you find that Dodora has proved by a preponderance of the evidence that Direct obtained and retained money belonging to Dodora?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to question No. 2.

If no, move to Part C.

2. Do you find that Dodora has proved by a preponderance of the evidence the amount of any money obtained and retained by Directi?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to Part C.

If no, move to Part C.

**C. INTERFERENCE WITH ADVANTAGEOUS RELATIONS**

1. Do you find that Dodora has proved, by a preponderance of the evidence, each of the following elements of its claim of interference with advantageous relations:

- (a) that Directi had knowledge of the relationships at issue;
- (b) that Directi acted intentionally and willfully to interfere with those relationships;
- (c) that Directi acted in a way calculated to cause damage to Dodora's business; and
- (d) that Directi acted with an improper purpose, by using improper means, or with an

improper motive and without right or justifiable cause to so act.

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to question No. 2.

If no, move to Part D.

2. Do you find that Dodora has proved by a preponderance of the evidence that it was damaged and Directi's interference was the proximate cause of the damage?

\_\_\_\_\_

yes

\_\_\_\_\_

no

If yes, move to Part D.

If no, move to Part D.

**D. DAMAGES**

To be answered only if you answered yes to question A.3, B.2, and/or C.2.

State the amount of damages you find that Dodora has proved that Directi caused it.

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Respectfully submitted,

DIRECT INFORMATION PVT. LTD.,

By its attorneys,

s/Dustin F. Hecker

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Dated: June 3, 2005

**CERTIFICATE OF SERVICE**

I, Dustin F. Hecker, hereby certify that on this 3rd day of June, 2005, I caused a copy of the foregoing to be served under the Court's CM/ECF system and by electronic mail, to: David Baker, Esq., 105 Union Wharf, Boston, Massachusetts 02109.

s/Dustin F. Hecker

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Dustin F. Hecker